

REMARKS

The present application includes claims 1-20. Claims 2, 4 and 7 were objected to by the Examiner. Claims 1-20 were rejected. By this Amendment, claims 1 and 9 are amended.

The present application was objected to by the Examiner due to formal matters, each of which is further discussed and remedied below.

Claims 9 and 18-20 were rejected under 35 U.S.C. §102(b) as being anticipated by Rushing, U.S. Patent No. 5,053,931.

Claims 1-2, 4, 6-11 and 13-20 were rejected under 35 U.S.C. §102(b) as being anticipated by Wu, U.S. Patent No. 6,126,293.

Claims 1-4, 6-13 and 15-19 were rejected under 35 U.S.C. §102(b) as being anticipated by Morrone, U.S. Patent No. 5,101,844.

Claims 1-2, 4-5, 7-13 and 15-19 were rejected under 35 U.S.C. §102(b) as being anticipated by Sadowski, U.S. Patent No. 4,979,535.

Claims 1-5 and 7-8 were rejected under 35 U.S.C. §102(b) as being anticipated by Eppenbach, U.S. Patent No. 4,491,141.

Claims 10 and 14 were rejected under 35 U.S.C. §103(a) as being unpatentable over Rushing, U.S. Patent No. 5,053,931, or Sadowski, U.S. Patent No. 4,979,535, in view of Eppenbach, U.S. Patent No. 4,491,141.

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AMENDMENTS TO THE DRAWINGS

The attached sheets of drawings include changes to Figures 3B and 4B. The sheets replace the original sheets. In Figures 3B and 4B, the elements of each figure are now encompassed by a bracket in order to show the relationship of various elements.

Attachment: 2 Replacement Sheets

The Applicant now turns to the formal objections to the Application.

Claims 2, 4 and 7 were objected to as informal because each claim recites “the undercanopy”, which did not appear in claim 1. Claims 2, 4 and 7 all depend from independent claim 1. Claim 1 has been amended to recite “an undercanopy” Thus, Applicant respectfully submits that the objection to claims 2, 4 and 7 is overcome.

The drawings were objected to by the Examiner because Figures 3B and 4B show various elements within the same figure. As per the Examiner’s suggestion, Figures 3B and 4B have been amended such that the elements of each figure are now encompassed by a bracket in order to show the relationship of various elements. Thus, Applicant respectfully submits that the objection to the drawings is overcome.

The Applicant now turns to the rejection of claims 9 and 18-20 under 35 U.S.C. § 102(b) as being anticipated by Rushing. Rushing teaches a diffuse patio lighting arrangement for use with patio umbrellas. The patio umbrella taught by Rushing includes ribs 28 and a material canopy 30. The ribs 28 and the material canopy 30 are distinct members of the umbrella and serve different purposes. The ribs 28 provide structure and support for the umbrella and the material canopy 30 provides cover by extending over the top of the umbrella apparatus.

As described at Col. 2, Lines 47-50, and shown in Figure 3, Rushing teaches securing light strands to the ribs of an umbrella. Specifically, at Col. 5, Lines 20-23 and 27-29, Rushing teaches using “plastic zip ties” and other “similar light gauge strapping”

to secure light strings to the “beginning and end of each rib and at several points along the length of the rib”. Further, as described at Col. 5, Lines 49-51, the light strings “remain firmly fixed to the ribs of the umbrella” so that “once the light arrangement is put up on an umbrella, it stays up.” Consequently, Rushing teaches permanently attaching lights to the ribs of an umbrella.

Rushing does not teach removably attaching lights to an undercanopy of an umbrella. As mentioned above, the ribs 28 and the material canopy 30 are distinct members of an umbrella. Rushing only teaches attaching lights to the ribs of the umbrella, not to the undercanopy of the umbrella. Further, Rushing only teaches permanently securing lights to an umbrella, not removably securing lights to an umbrella. Consequently, Rushing does not teach removably securing a lighting system to the undercanopy of an umbrella.

As amended, claim 9 recites “wherein said lighting system is removably connected to said undercanopy”. Similarly, claim 20 recites “removably securing the lighting system to the undercanopy”. As mentioned above, Rushing does not teach removably securing a lighting system to the undercanopy of an umbrella.

Consequently, claims 9 and 20 are respectfully submitted to be free of Rushing and allowable. Additionally, claims 18-19, depending from claim 9, are also respectfully submitted to be allowable.

The Applicant now turns to the rejection of claims 1-2, 4, 6-11 and 13-20 under 35 U.S.C. § 102(b) as being anticipated by Wu. Wu teaches an illuminating umbrella. The umbrella taught by Wu includes ribs 24 and a cloth canopy 5. The ribs 24 and the cloth canopy 5 are distinct members of the umbrella and serve different purposes. The ribs 24 provide structure and support for the umbrella and the cloth canopy 5 provides cover by extending over the top of the umbrella apparatus.

Wu teaches an umbrella with lights attached to the ribs. Specifically, as shown in Figure 1 and described at Col. 2, Lines 52-54, the umbrella taught by Wu has “a plurality of tip illuminators 32 fixed on a tip end (or outer end) of each outer rib 24”. Consequently, Wu teaches an umbrella with lights attached to the ribs.

Wu does not teach attaching lights to an undercanopy of an umbrella. As mentioned above, the ribs 24 and the fabric canopy 5 are distinct members of an umbrella. Wu only teaches attaching lights to the rib ends of the umbrella, not to the undercanopy of the umbrella. Consequently, Wu does not teach securing a lighting system to the undercanopy of an umbrella.

As amended, claims 1 and 9 recite “wherein said lighting system is removably connected to said undercanopy”. Similarly, claim 20 recites “removably securing the lighting system to the undercanopy”. As mentioned above, Wu does not teach securing a lighting system to the undercanopy of an umbrella.

Consequently, claims 1, 9 and 20 are respectfully submitted to be free of Wu and allowable. Additionally, claims 2, 4, 6-8, 10, 11 and 13-19 depending from claims 1 and 9, respectively, are also respectfully submitted to be allowable.

The Applicant now turns to the rejection of claims 1-4, 6-13 and 15-19 under 35 U.S.C. § 102(b) as being anticipated by Morrone. Morrone teaches an umbrella securing and tearing prevention device. As shown in Figures 1, 7 and 9, Morrone teaches a hinged fastening device that clamps about an end of an umbrella rib, engaging the canopy of the umbrella. The hinged clamp secures the canopy and prevents it from tearing. Consequently, Morrone teaches a hinged clamp for securing an umbrella canopy and preventing it from tearing.

Morrone does not teach removably securing a lighting system to the undercanopy of an umbrella. In fact, Morrone does not teach attaching lights to an umbrella at all.

As amended, claims 1 and 9 recite “wherein said lighting system is removably connected to said undercanopy”. Consequently, claims 1 and 9 are respectfully submitted to be free of Morrone and allowable. Additionally, claims 2-4, 6-8, 10-13 and 15-19, depending from claims 1 and 9, respectively, are also respectfully submitted to be allowable.

The Applicant now turns to the rejection of claims 1-2, 4-5, 7-13 and 15-19 under 35 U.S.C. § 102(b) as being anticipated by Sadowski. Sadowski teaches an umbrella

with a detachable cover. In Sadowski, the detachable cover is removably attached to the ribs of an umbrella apparatus. Specifically, As shown in Figure 4 and described at Col. 2, Lines 12-20, Sadowski teaches using a “strip of material, sewn at its midpoint to the seam” and having Velcro pads at opposite ends for connecting an undercanopy of an umbrella to an umbrella rib. Consequently, Sadowski teaches removably connecting an umbrella rib to an undercanopy.

Sadowski does not teach removably securing a lighting system to the undercanopy of an umbrella. In fact, Sadowski does not teach attaching lights to an umbrella at all.

As amended, claims 1 and 9 recite “wherein said lighting system is removably connected to said undercanopy”. Consequently, claims 1 and 9 are respectfully submitted to be free of Sadowski and allowable. Additionally, claims 2, 4-5, 7, 8, 10-13 and 15-19 depending from claims 1 and 9, respectively, are also respectfully submitted to be allowable.

The Applicant now turns to the rejection of claims 1-5 and 7-8 under 35 U.S.C. § 102(b) as being anticipated by Eppenbach. Eppenbach teaches a tent instead of an umbrella. As shown in Figure 5 and described at Col. 3, Lines 53-58, Eppenbach teaches using a fastening device in an undercanopy of a tent. The fastening device is used to secure frame members 51 when the tent is erected. Consequently, Eppenbach teaches using a fastening device in an undercanopy of a tent to secure frame members.

However, Eppenbach does not teach removably securing a lighting system to the undercanopy of an umbrella. In fact, Eppenbach does not teach attaching lights to an umbrella at all.

As amended, claim 1 recites “wherein said lighting system is removably connected to said undercanopy using said reclosable fastening device”. Consequently, claim 1 is respectfully submitted to be free of Eppenbach and allowable. Additionally, claims 2-5, 7 and 8, depending from claim 1, are also respectfully submitted to be allowable.

The Applicant now turns to the rejection of claims 10 and 14 under 35 U.S.C. § 103(a) as being unpatentable over Rushing, or Sadowski, in view of Eppenbach. Claims 10 and 14 depend from independent claim 9. As amended, claim 9 recites “wherein said lighting system is removably connected to said undercanopy”.

As discussed above, neither Rushing, Sadowski nor Eppenbach teach removably attaching lights to an undercanopy of an umbrella. Consequently, claim 9 has been respectfully submitted to be allowable. Additionally, claims 10 and 14, depending from claim 9, are also respectfully submitted to be allowable.

In light of the aforementioned amendments and discussion, Applicant respectfully submits that the application is now in condition for allowance.

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CONCLUSION

If the Examiner has any questions or the Applicant can be of any assistance, the Examiner is invited and encouraged to contact the Applicant at the number below.

The Commissioner is authorized to charge any necessary fees or credit any overpayment to the Deposit Account of McAndrews, Held & Malloy, Account No. 13-0017.

Respectfully submitted,

Date: 1/27/05


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